

A. G. Contract No. KR92-2154-TRN
ECS File: JPA-92-77
Project: SR 153
TRACS No.: H 0881 02C
Section: Sky Harbor Access
(Salt River -
Sky Harbor Blvd.)

64217

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF PHOENIX

THIS AGREEMENT is entered into 25 January, 199³, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF PHOENIX, acting by and through its City Council (the "City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-108 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes Section 48-572 and City Charter, Chapter 2, Section 2 to enter into this agreement and has by ordinance, a copy of which is attached hereto and made a part hereof, ordained to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

3. In conjunction with the State's programmed design and construction of Sky Harbor Access (SR 153), the City requests the State to redesign and construct the roadway network east of Sky Harbor International Airport (specifically SR 153), from the Salt River to Sky Harbor Boulevard, as shown on Exhibit "D", attached hereto and made a part hereof, herein referred to as "the Project", at the City's expense, an estimated \$4.5 million.

NO.	<u>17333</u>
FILED WITH SECRETARY OF STATE	
Date Filed	<u>01/25/93</u>
	<u>Richard Mahoney</u>
	Secretary of State
By	<u>Vincent J. Curren</u>

4. The City is seeking additional federal funding for the increased construction costs of the Project. It is understood by both parties of this agreement, the additional federal funding shall be decreased from the City's construction portion, currently estimated at \$3 million, and the State's portion (RARF 15%) shall not exceed the programmed amount of \$2,864,000.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The State will:

a. Upon completion of negotiations with the selected design consultant, invoice the City the negotiated contract amount plus 15% (design administration) to cover the redesign costs of the Project, estimated at \$1.5 million, as shown on Exhibit "A", attached hereto and made a part hereof. The State will issue Notice to Proceed upon receipt of invoiced amount.

b. Prepare redesigned plans and specifications for the Project. Upon concurrence by the City, incorporate said plans into the State's contract.

c. Upon completion of the design, submit to the City an invoice for the actual design costs less amount deposited, or reimburse the City if the amount deposited is greater than the actual design cost. Prior to Project advertisement, invoice the City for the additional construction costs of the Project, based on the final Engineer's Estimate plus 15% (construction administration), currently estimated at \$3 million, as shown on Exhibit "B", attached hereto and made a part hereof.

d. Call for bids and award one or more construction contracts. Administer same and make all payments to the contractor. Be responsible for contractor claims associated with the Project, attributable to the State.

e. Upon completion of the Project and Project audit, submit to the City an invoice of actual construction costs less amount previously received, or reimburse the City if the amount deposited is greater than the actual construction cost.

2. The City will:

a. Be responsible for actual redesign costs and additional construction costs for the Project. In addition, be responsible for matching funds required, if federal funding is obtained by the City.

b. Execute right of way exchange documents and submit to the State, as referenced in JPA 88-05, attached hereto and made a part hereof as Exhibit "C", prior to selection of the consultant responsible for redesign of the Project.

c. Upon completion of negotiations with the selected design consultant and within 30 days of receipt of an invoice, remit to the State the negotiated contract amount plus 15% (design administration) to cover the redesign costs of the Project, estimated at \$1.5 million. The Notice to Proceed will be issued to the consultant after the State receives the invoiced amount.

d. Review and concur with the State's design of the Project.

e. Be responsible for contractor claims for additional compensation as a result of delays or whatever reason, attributable to the City.

f. Prior to the advertisement of a construction contract and receipt of an invoice, remit to the State the cost for the additional construction of the Project, based on the final Engineer's Estimate plus 15% (construction administration), which is currently estimated at \$3 million.

g. Upon completion of the construction Project, the Project audit and receipt of an invoice (less amount deposited), remit to the State any balance due, within 30 days.

h. Maintenance responsibilities is as provided for in the Master Maintenance Agreement (JPA 90-19 as amended).

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said Project and final payment; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to the commencement of construction, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Engineering Consultants Services
205 South 17 Avenue, Rm. 222E/MD 616E
Phoenix, AZ 85007

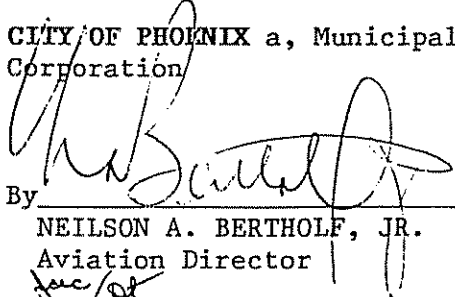
City of Phoenix
TO: Aviation Department
THRU: Street Transportation Department
Attn: Robert Bortfeld
125 E. Washington
Phoenix, AZ 85004


7. Attached hereto and incorporated herein is a copy of the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF PHOENIX a, Municipal
Corporation

STATE OF ARIZONA
Department of Transportation

By 
NEILSON A. BERTHOLF, JR.
Aviation Director
sec/dt

By 
ROBERT P. MICKELSON, P.E.
Deputy State Engineer

ATTEST:

By 
City Clerk

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5JAN93

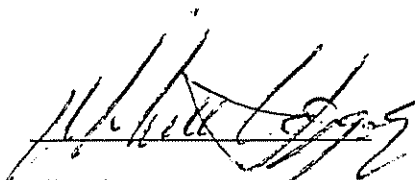
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JPA 92-77

APPROVAL OF THE PHOENIX CITY ATTORNEY .

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and the CITY OF PHOENIX and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona and the City Charter.


DATED this 7th day of December, 1992.


ACTING City Attorney

RESOLUTION

BE IT RESOLVED on this 31th day of July 1992, that I, CHARLES E. COWAN, as Director of the Arizona Department of Transportation, have determined that it is in the best interest of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the City of Phoenix for the purpose of defining responsibilities for funding the redesign and construction changes to SR 153 (Sky Harbor Access) from the Salt River to Sky Harbor Blvd., at the City's expense.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted for approval and execution by the Deputy State Engineer.


For CHARLES E. COWAN, Director
Arizona Department of
Transportation

ORDINANCE NO. § 21202

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO
ENTER INTO AN INTERGOVERNMENTAL AGREEMENT
WITH THE STATE OF ARIZONA DEPARTMENT OF
TRANSPORTATION FOR THE REDESIGN AND
CONSTRUCTION OF SKY HARBOR ACCESS (SR 153)
FROM THE SALT RIVER TO SKY HARBOR BOULEVARD.


BE IT ORDAINED BY THE COUNCIL OF THE CITY OF PHOENIX
as follows:

SECTION 1. The City Manager is hereby authorized to
enter into an intergovernmental agreement with the State of
Arizona through its Department of Transportation for the
redesign and construction of Sky Harbor Access (SR 153) from the
Salt River to Sky Harbor Boulevard.

PASSED by the Council of the City of Phoenix
this 2 day of December, 1992.


VICE MAYOR

ATTEST:

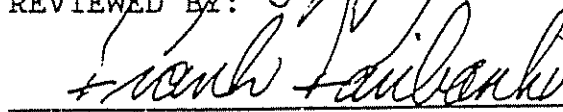

City Clerk

APPROVED AS TO FORM:




ACTING
City Attorney

REVIEWED BY:



City Manager

1992 DEC -9 PM 12:35
CITY CLERK DEPT. 

MDH
MDH/rp/2891C
12/9/92 #95

- 2 -

Ordinance No. 21202

Attachment A

S.R. 153 DESIGN

<u>Activity</u>	<u>Sheets</u>	x	<u>Hrs/Sheet</u>	=	<u>Hours</u>
Structural	200	x	75		15,000
Civil	120	x	60		7,200
Traffic	70	x	40		2,800
Cross Sections	32	x	25		800
Right-of-Way	<u>10</u>	x	60		<u>600</u>
TOTAL	432				26,400

Plans - 26,400 Hours x \$50/Hour =	\$1,320,000
Survey	30,000
CADD/Reproduction	30,000
Geotechnical	20,000
Management Consultant	<u>100,000</u>
(plan review, agency coordination, special provisions, packaging, printing, advertising, questions during bidding period, and pre-bid conference)	
TOTAL COST	\$1,500,000

EXHIBIT B JPA 82-77

SR 153 REALIGNMENT

ALTERNATE 2

ESTIMATED ADDITIONAL CONSTRUCTION COSTS

<u>Type of Work</u>	<u>Cost</u>
Earthwork	\$500,000
Roadway	200,000
Structures	500,000
Drainage Modifications	200,000
Utility Relocations	800,000
Retaining Wall	<u>800,000</u>
TOTAL	\$3,000,000

Note: Total includes ADOT administrative costs.

EXHIBIT "C"

A. G. Contract No. KR-89-0393
ECS File: IGA-88-05
Project: H2045 OLC
Section: Salt River Channel
IGA Fc037053

52684

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA,
THE FLOOD CONTROL DISTRICT OF MARICOPA COUNTY
and THE CITY OF PHOENIX

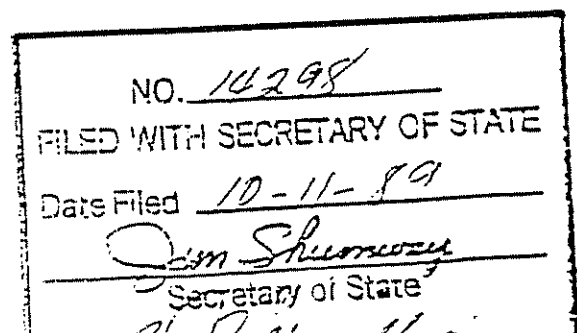
THIS AGREEMENT is entered into 11 OCTOBER, 1989,
between the STATE OF ARIZONA, acting by and through its
DEPARTMENT OF TRANSPORTATION (the "STATE"), the FLOOD CONTROL
DISTRICT OF MARICOPA COUNTY, a municipal corporation and
political subdivision of the State of Arizona (the "DISTRICT"),
and the CITY OF PHOENIX, acting by and through its City Council
("PHOENIX").

I. RECITALS

1. The STATE is empowered by Arizona Revised Statutes
Sections 11-952 and 28-108 to enter into this agreement and has
by resolution, a copy of which is attached hereto and made a
part hereof, resolved to enter into this agreement and has
delegated to the undersigned the authority to execute this
agreement on behalf of the STATE.

2. The DISTRICT is empowered by Arizona Revised Statutes
Section 48-3603 to enter into this agreement and has authorized
the undersigned to execute this agreement on behalf of the
DISTRICT.

3. PHOENIX is empowered by Arizona Revised Statutes
Section 48-572 and by Chapter 2, Section 2 of its City Charter
to enter into this agreement and has by formal action, a copy
of which is attached hereto and made a part hereof, resolved to
enter into this agreement and has authorized the undersigned to
execute same on behalf of PHOENIX.



4. The STATE, DISTRICT and PHOENIX affirm that channelization of the Salt River from the area of 40th Street eastward to approximately the Southern Pacific Railroad (SPRR) Bridge near Mill Avenue is the desired alternative to protect the proposed East Papago, Hohokam and Sky Harbor Access roadways.

5. The STATE is proceeding with the planning, design and construction of the East Papago, Hohokam and Sky Harbor Access roadways all of which cross or are adjacent to the Salt River. The STATE has selected alignments for these roadways that require channelization of the Salt River from the area of 40th Street (Extended) to approximately the SPRR Bridge near Mill Avenue as described on Exhibit "A". The STATE selected these alignments based on commitments from the DISTRICT to maintain the River Channel and commitments from PHOENIX, TEMPE and SRP to grant rights of way for channel and/or roadway construction.

6. Based on geotechnical analysis by the STATE, no known landfill deposits are within the rights of way proposed for Channel construction.

7. It is understood by all parties that the DISTRICT shall not assume now or in the future any costs for maintenance of any facilities within the Channel rights-of-way that are not directly related to the Flood Control functioning or operation of the Channel. The DISTRICT shall be solely responsible for determining what facilities it will be required to maintain when it assumes operation and maintenance of the Channel.

8. The purposes of this agreement are to define the responsibilities for design, construction, operation and maintenance of the Salt River Channel between the STATE, the DISTRICT, and PHOENIX and to establish adequate rights of way for the Channel and the East Papago, Hohokam and Sky Harbor Access roadways.

9. Additional separate agreements between the STATE, DISTRICT, SRP and the City of TEMPE will further define responsibilities for design, construction, operation, and maintenance of other portions of the Salt River Channel, and provide additional right of way for the channel.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

II. SCOPE OF RESPONSIBILITIES

A. Salt River Channel

The STATE shall:

1. In conjunction with design and construction of the East Papago, Hohokam and Sky Harbor Access roadways, obtain design and construction plans in accordance with design and construction criteria provided by the DISTRICT.

a. Provide the DISTRICT and PHOENIX with preliminary plans and specifications for the Channel prior to finalization, for their review and comment.

b. Provide the DISTRICT and PHOENIX with final plans and specifications for the Channel prior to advertisement of the construction contract for review and approval.

c. Bear the total cost of said channel design and construction, estimated to be \$23,500,000.

d. Obtain all state, federal or local environmental discharge or other flood and regulatory permits required for the construction of the Channel.

2. Upon completion of Channel, grant the DISTRICT a perpetual easement for drainage in the STATE's right of way through SR 143 and SR 153, and for use of the STATE rights of way for the DISTRICT's maintenance purposes.

3. Be responsible for the operation, maintenance, and the repair of all STATE roadways, and roadway bridges, superstructures, substructures, wingwalls, and approaches to the bridges that are constructed within the Channel.

The DISTRICT shall:

1. Monitor construction of the Channel. The DISTRICT shall inspect and approve the completed facility.

2. At its own cost, operate and maintain the Salt River Channel after it is constructed and any necessary easements for maintenance purposes have been transferred to the DISTRICT.

a. Maintain the Channel in such a manner so as not to endanger the Channel bridges, If the DISTRICT does not so maintain the Channel, the STATE shall notify the DISTRICT.

who shall perform the necessary maintenance within thirty days from notification. If the DISTRICT fails to perform the maintenance within thirty days following notification, the STATE may perform the necessary maintenance, and the DISTRICT shall promptly reimburse the STATE for actual costs incurred.

b. Not be responsible for operation and maintenance of any landscaping or aesthetic features which may be installed as part of the Channel construction.

c. Reserve the right to approve the design and construction of any future changes to, or improvements on, the Salt River Channel.

3. Approve final plans and specifications for the Salt River Channel work.

a. Submit their comments to the STATE within 30 days of receipt of plans and specifications.

b. Have 30 days in which to submit their approval to the STATE or notify the STATE of their concerns. In the event no response is received by the STATE within 30 days, it shall be deemed approved by the DISTRICT.

The CITY OF PHOENIX shall:

1. Monitor construction of the Channel and shall inspect and approve the completed facility.

2. Grant to the STATE the right to enter upon lands owned by PHOENIX for the purpose of constructing the Salt River Channel and levees per approved plans. This right to enter shall expire upon completion of the Channel construction.

3. Grant the DISTRICT a perpetual and assignable easement to operate and maintain the Salt River Channel and to occasionally overflow, flood and submerge the lands within the banks of the Salt River Channel and all future improvements thereon, if any, upon completion of Channel construction within its ownership.

4. Not permit any mining or excavation to occur in or adjacent to the Channel without first reviewing the permit application with the DISTRICT and receiving the DISTRICT'S written concurrence.

5. Approve the final plans and specifications for the Salt River Channelization work.

a. Within 30 days of receipt of plans and specifications, submit their comments to the STATE.

b. Within 30 days of receipt of final plans and specifications, submit their approval to the STATE or notify the STATE of their concerns. In the event no response is received by the STATE within 30 days, it shall be deemed approved by PHOENIX.

6. Provide a flood plain use permit to the STATE for the construction of the Channel.

7. At its own expense, shall operate and maintain, within the Salt River Channel landscaping or other aesthetic features that will not be maintained by the DISTRICT.

B. East Papago, Hohokam and Sky Harbor Access Roadways

The STATE shall:

1. Design the Hohokam and Sky Harbor Access roadways to include such facilities required by Phoenix for future street connections to the State roadways at Sky Harbor Boulevard and Air Lane, as shown on the Exhibit "B".

2. At its own cost, construct, operate, and maintain all State roadways, bridges, superstructures, substructures, wingwalls and bridge approaches associated with the East Papago, Hohokam and Sky Harbor Access roadways.

The CITY OF PHOENIX shall:

1. At its own cost, provide any additional rights of way required by STATE to provide such additional facilities.

2. At its own expense maintain said city street connections upon completion of construction. Maintenance limits are shown on the Exhibit "B".

3. Retain existing prior rights for utilities that cross the STATE dedicated right-of-way. This includes the right to install, operate, maintain, and replace utility lines. Access to be subject to STATE permit process.

4. Convey fee title to the STATE for those lands owned by PHOENIX which are required for the East Papago, Hohokam and Sky Harbor Access roadways in exchange for the STATE conveying fee title to PHOENIX for rights of way that are presently reserved for the Hohokam Freeway and which are in excess of the rights of way required for new STATE highways in this area (see attached Exhibit "C").

a. Based on the STATE's appraised value of PHOENIX land and improvements required for said roadways, a sufficient area of excess right of way shall be conveyed to PHOENIX to equal the value of PHOENIX's land and improvements. The appraisal to be done by independent appraiser acceptable to both PHOENIX and the STATE.

b. In the event the value of the PHOENIX land and improvements exceeds the value of excess right of way available for exchange, PHOENIX herein agrees to waive the difference.

III. MISCELLANEOUS PROVISIONS

1. The DISTRICT agrees to indemnify and save harmless the STATE and PHOENIX or any of their departments, agencies, officers or employees, from and against all loss, expense, damage or claim of any nature whatsoever which is caused by any activity condition or event arising out of the performance or non-performance by the DISTRICT of any of the provisions of this Agreement. The STATE and PHOENIX shall in all instances be indemnified against all liability, losses and damages of any nature for or on account of any injuries to, or death of persons, or damages to or destruction of property arising out of, or in any way connected with the DISTRICT's performance or non-performance of this Agreement, except such injury or damage as shall have been occasioned by the negligence of the STATE or PHOENIX. The above cost of damages incurred by the STATE or PHOENIX or any of their departments, agencies, officers or employees, shall include in the event of an action, court costs, expenses for litigation and reasonable attorney's fees.

2. The STATE agrees to indemnify and save harmless the DISTRICT and PHOENIX or any of their departments, agencies, officers or employees, from and against all loss, expense, damage or claim of any nature whatsoever which is caused by any activity, condition or event arising out of the performance or non-performance by the STATE of any of the provisions of this Agreement. The DISTRICT and PHOENIX shall in all instances be indemnified against all liability, losses and damages of any nature for or on account of any injuries to, or death of persons, or damages to or destruction of property arising out of or in any way connected with the STATE's performance or non-performance of this Agreement, except such injury or damage as shall have been occasioned by the negligence of the DISTRICT or PHOENIX. The above cost of damages incurred by the DISTRICT or PHOENIX or any of their departments, agencies, officers or employees, shall include in the event of an action, court costs, expenses for litigation and reasonable attorney's fees.

3. PHOENIX agrees to indemnify and save harmless the DISTRICT and the STATE or any of their departments, agencies, officers or employees, from and against all loss, expense, damage or claim of any nature whatsoever which is caused by any activity, condition or event arising out of the performance or non-performance by PHOENIX of any of the provisions of this Agreement. The DISTRICT and the STATE shall in all instances be indemnified against all liability, losses and damages of any nature for or on account of any injuries to, or death of persons, or damages to or destruction of property arising out of or in any way connected with PHOENIX's performance or non-performance of this Agreement, except such injury or damage as shall have been occasioned by the negligence of the DISTRICT or the STATE. The above cost of damages incurred by the DISTRICT or the STATE or any of their departments, agencies, officers or employees, shall include in the event of an action, court costs, expenses for litigation and reasonable attorney's fees.

4. This Agreement shall remain in force and effect as long as the roadways are part of the State Highway System unless modified or terminated by written agreement of all parties.

5. This Agreement shall become effective upon filing with the Secretary of State.

6. This Agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

7. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

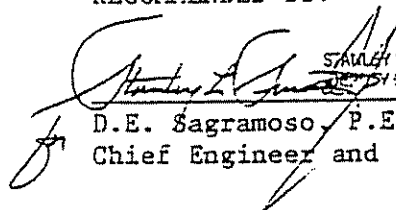
8. In the event of any controversy which may arise out of this Agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518(B) and (C).

9. Attached hereto and incorporated herein by reference is a copy of the written determination of each party's legal counsel that the parties are authorized under the laws of this STATE to enter into this Agreement and that the Agreement is in proper form.

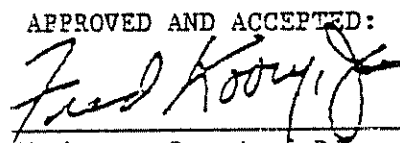
IN WITNESS WHEREOF, the parties have executed this Agreement
the day and year first above written.

FLOOD CONTROL DISTRICT OF MARICOPA COUNTY

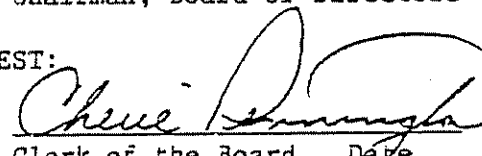
RECOMMENDED BY:

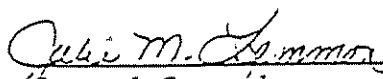
 STANLEY L. SMITH JR., P.E.
D.E. Sagramoso, P.E. Date 5/15/89
Chief Engineer and General Manager

APPROVED AND ACCEPTED:

By: 
Chairman, Board of Directors

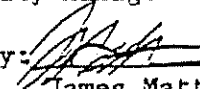
ATTEST:

By: 
Clerk of the Board Date


 Julie M. Symmon 5/23/89
General Counsel Date

CITY OF PHOENIX

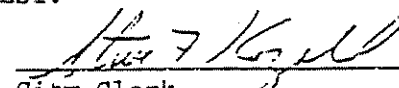
Marvin A. Andrews
City Manager

By: 
James Matteson
Street Transportation
Director

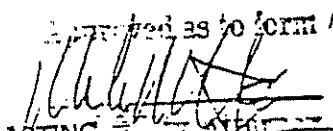
STATE OF ARIZONA
Department of Transportation

By: 
For GARY K. ROBINSON
Chief Deputy State Engineer

ATTEST:

By: 
City Clerk

NOTING

Approved as to form

ACTING


Commission Expires

1661j

RESOLUTION

BE IT RESOLVED on this 4th day of January 1989, that I, CHARLES L. MILLER, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the City of Phoenix and Maricopa County Flood Control District for the purpose of the channelization of the Salt River.

THEREFORE, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted for approval and execution by the Chief Deputy State Engineer.


CHARLES L. MILLER, Director
Arizona Department of
Transportation

1204j

88-05

County of Maricopa

State of Arizona

Office of the Clerk

State of Arizona }
County of Maricopa } ss.

I, Cherie Pennington, Clerk of the Board of Supervisors
do hereby Certify That the attached is a true and correct extract
from the minutes of the Board of Directors' of the Flood Control District meeting
held April 17, 1989:

CHAIRMAN AUTHORIZED TO SIGN INTERGOVERNMENTAL AGREEMENTS WITH THE
ARIZONA DEPARTMENT OF TRANSPORTATION, THE SALT RIVER PROJECT, THE
CITY OF TEMPE, AND THE CITY OF PHOENIX APPROVED:

Motion was made by Supervisor Freestone and unanimously carried to
approve and authorize the Chairman of the Board to sign Intergovernmental
Agreements FCD 87051, FCD 87052, and FCD 87053 with the Arizona Department
of Transportation, the Salt River Project, the City of Tempe and the City
of Phoenix, respectively, for the design, construction, operation and
maintenance of the Salt River Channel between 40th Street and Mill Avenue.

In Witness Whereof, I have herunto set
my hand and affixed the Official Seal of the Board
of Supervisors. Done at Phoenix, the County Seat
this 27th day of April, 1989

A.B.

Cherie Pennington

Flood Control
File

RESOLUTION NO. 17474

AN RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION AND THE FLOOD CONTROL DISTRICT OF MARICOPA COUNTY FOR PURPOSES OF DESIGNING, CONSTRUCTION AND MAINTENANCE OF THE CHANNELIZED SALT RIVER FROM 40TH STREET TO MILL AVENUE; AND DECLARING AN EMERGENCY.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PHOENIX as follows:

SECTION 1. That the City Manager be, and he is hereby, authorized to enter into an agreement with the Arizona Department of Transportation and the Flood Control District of Maricopa County, Arizona, said agreement to define the rights and responsibilities associated with the design, construction and maintenance of the channelized Salt River from 40th Street to Mill Avenue.

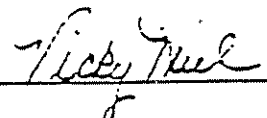
SECTION 2. WHEREAS, the immediate operation of the provisions of this resolution is necessary for the preservation of the public peace, health and safety, an EMERGENCY is hereby declared to exist, and this ordinance shall be in full force and effect from and after its passage by the Council as required by the City Charter and is hereby exempted from the referendum clause of said Charter.

PASSED by the Council of the City of Phoenix this 3
day of MAY, 1989.



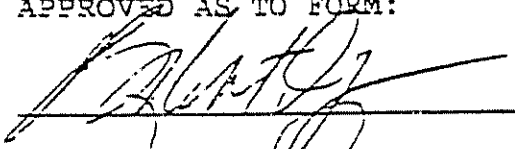
MAYOR

ATTEST:



City Clerk

APPROVED AS TO FORM:

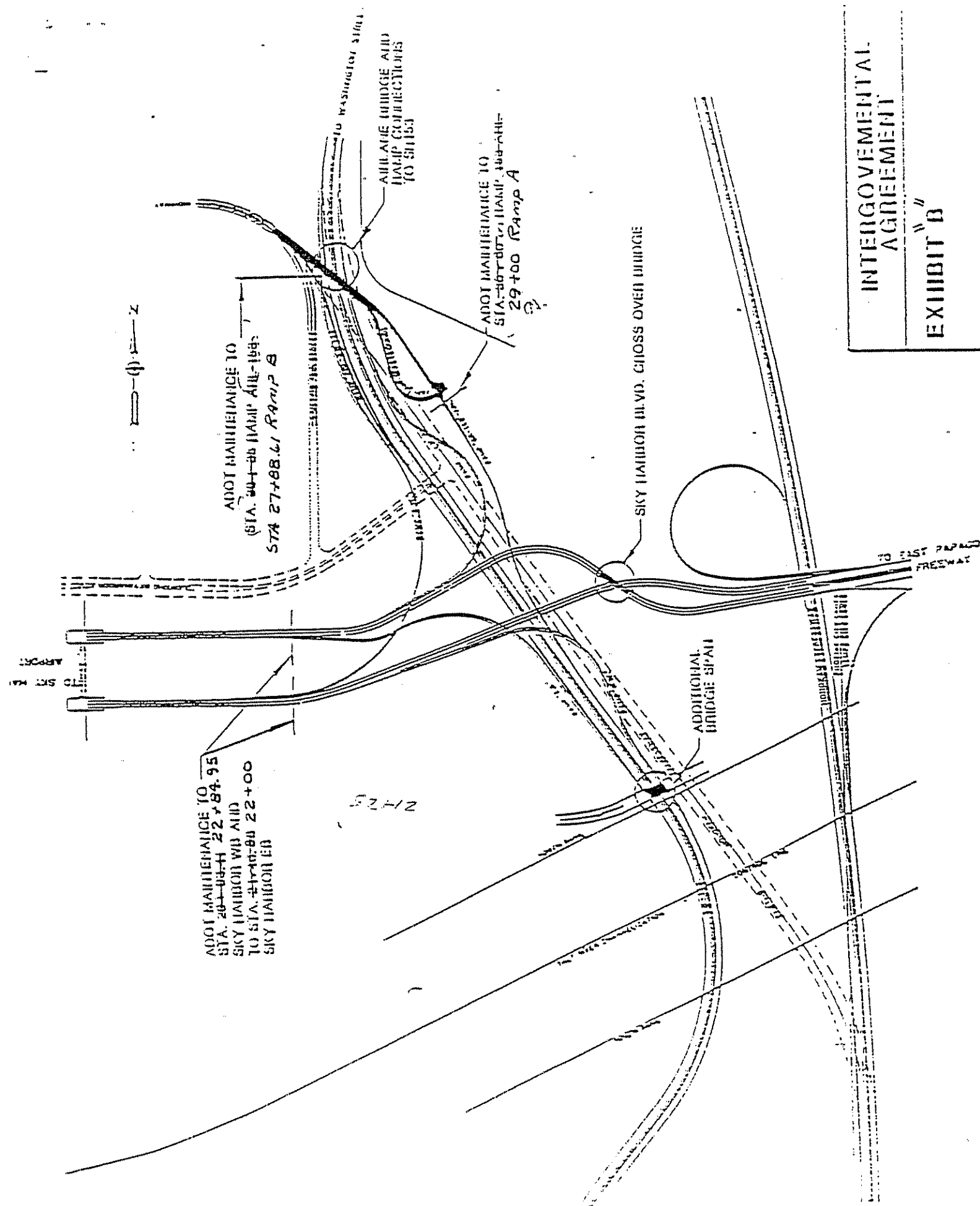


ACTING
City Attorney

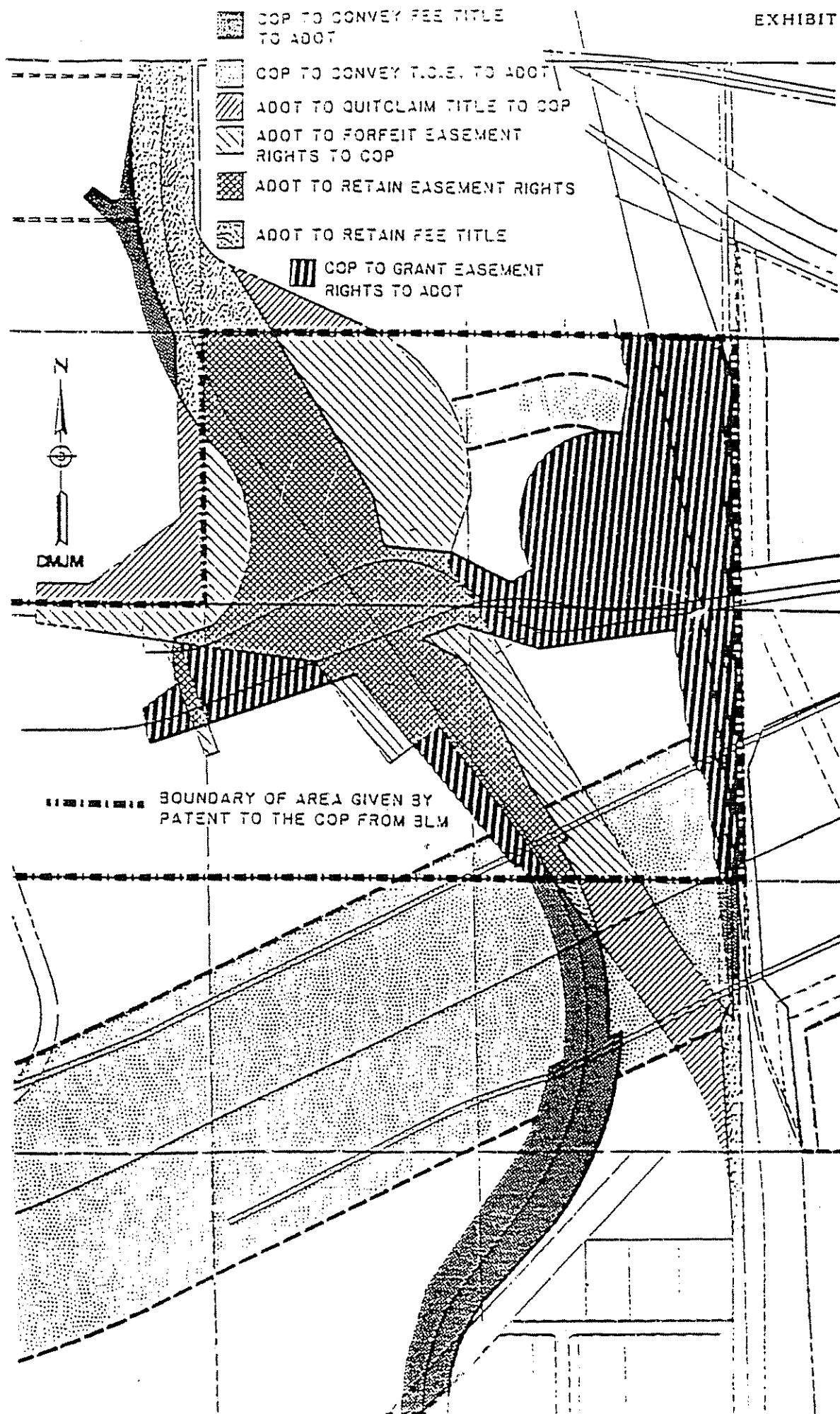
REVIEWED BY:



ASSISTANT
City Manager



INTENGOVEMENTAL
AGREEMENT
" " " " " "
EXHIBIT B



APPROVAL OF THE CITY ATTORNEY

I have reviewed the proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and the CITY OF PHOENIX and declare this agreement to be in proper form and within the powers and authority granted under the laws of the State of Arizona.

DATED this 26th day of June, 1989.

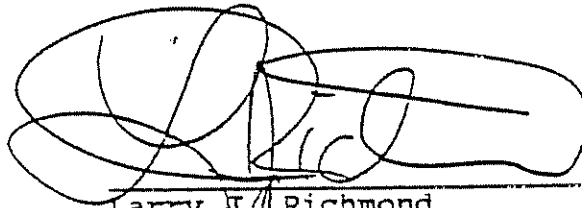
RODERICK G. McDOUGALL
City Attorney

by [Signature]
Acting City Attorney

APPROVAL OF THE GENERAL COUNSEL
FOR THE FLOOD CONTROL DISTRICT
OF MARICOPA COUNTY

I have reviewed the proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and the FLOOD CONTROL DISTRICT OF MARICOPA COUNTY and declare this agreement to be in proper form and within the powers and authority granted under the laws of the State of Arizona to the FLOOD CONTROL DISTRICT OF MARICOPA COUNTY.

DATED this 28th day of June, 1989.

A handwritten signature in black ink, appearing to read "Larry J. Richmond", is written over a horizontal line. The signature is stylized with large loops and a long horizontal stroke at the end.

Larry J. Richmond
General Counsel
FLOOD CONTROL DISTRICT
OF MARICOPA COUNTY

Attorney General

1275 WEST WASHINGTON

Phoenix, Arizona 85007

Robert R. Corbin

INTERGOVERNMENTAL AGREEMENT

DETERMINATION

A. G. Contract No. KR-89-0393, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 14th day of June, 1989.

ROBERT R. CORBIN
Attorney General

Albert Meyer

Assistant Attorney General
Transportation Division

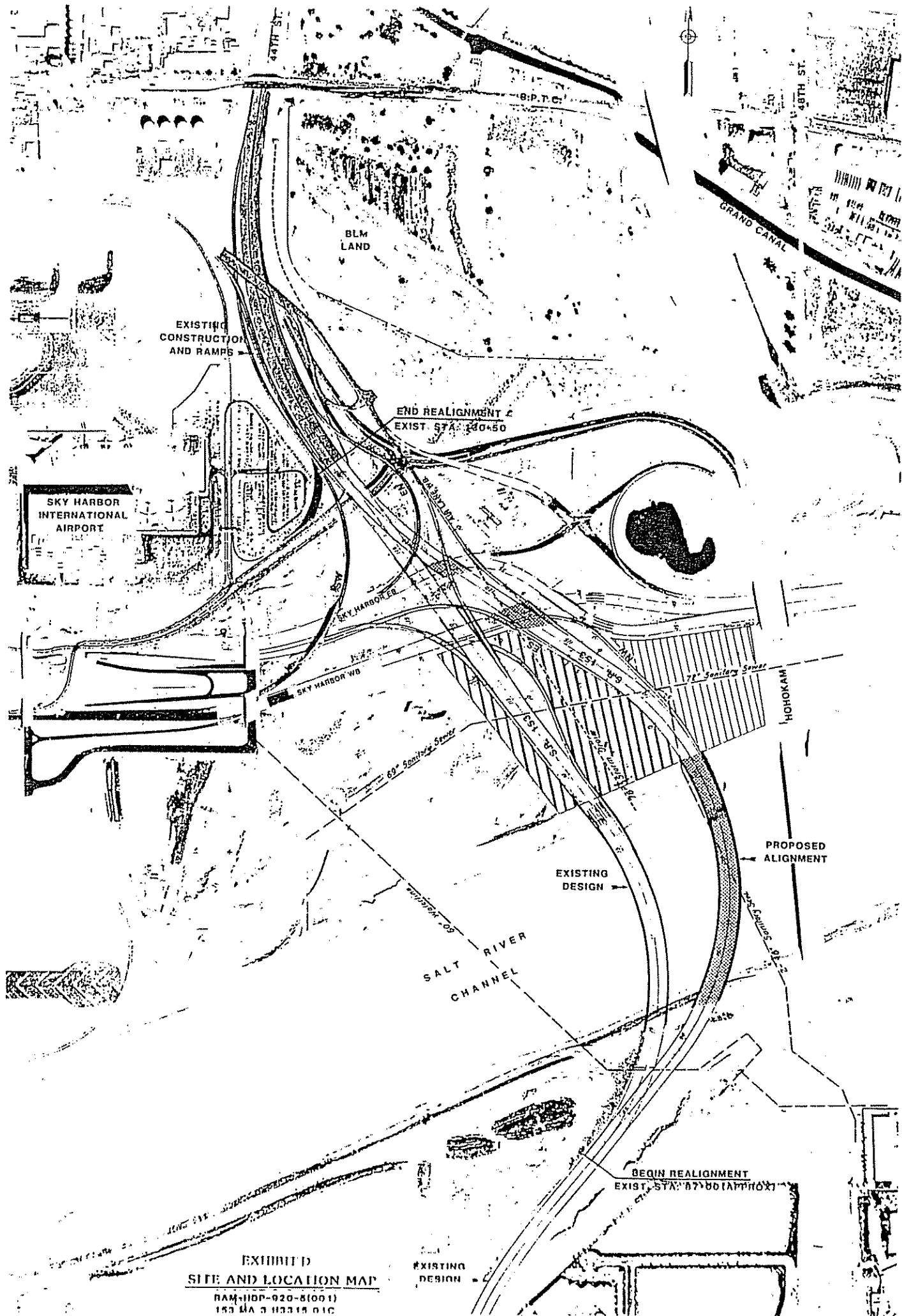


EXHIBIT D
SITE AND LOCATION MAP

RAM-HDP-920-8(001)
153 MA 3 H2315 01C



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

GRANT WOODS
ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007

MAIN PHONE : 542-5025
TELECOPIER : 542-4085

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A. G. Contract No. KR92-2154 -TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 21st day of January, 1993.

GRANT WOODS
Attorney General

A handwritten signature in dark ink, appearing to read "James R. Redpath", is written over a horizontal line.

JAMES R. REDPATH
Assistant Attorney General
Transportation Section